

REMARKS

In the Office Action, the Examiner included a Form PTO-892 citing a number of references. However, the references applied in the text of the Office Action are not listed in the Form PTO-892, nor in any other prior art citation forms in the file of this application. The Examiner is requested to provide an updated Form PTO-892 reflecting the proper prior art citations for this application.

Claims 1-15 and 17-25 were rejected under 35 USC §102(b) as being anticipated by Leshner et al U.S. Patent 5,203,154. Claim 16 was rejected under 35 USC §103(a) as being unpatentable over Leshner et al in view of Peeters et al U.S. Patent 6,212,865.

The Leshner et al reference discloses a windrow merger that includes a rake or pickup 30, a transverse conveyor 36, a lift assembly that includes hydraulic cylinders 48, and a hitch pivot arrangement including a boom control lever 16. A series of control valves 60, 62, 64 and 66 function respectively to control operation of conveyor motor 40, rake motor 34, lift cylinder 48 and hitch pivot cylinder 23. Respective switches 60a, 62a, 64a and 64c are mounted in a control box 68 "which is mounted at a convenient point on the tractor for actuation by the operator." (column 3, lines 21-23).

The claims have been amended in a manner believed to patentably define over the references.

Specifically, claim 4 is amended to state that the harness arrangement, which is configured to electrically connect the controller to the plurality of functional assemblies and to the power supply, includes a first harness on the tow vehicle having a first connector configured to electrically connect to the controller, a second connector configured to electrically connect the controller to the power supply, and a third connector configured to electrically connect to the plurality of functional assemblies. The harness arrangement is further defined as including a second harness on the windrow merger that is configured to connect to the third connector of the first harness, to communicate control signals from the controller to the functional assemblies of the

merger. Claim 4 further specifies that the controller and the housing are remotely disposed relative to the merger, with the controller being interconnected through the first and second harnesses with each of the functional assemblies of the windrow merger.

The Lesher et al reference simply discloses that controller 68 is electrically connected to valves 60, 62, 64 and 66. Lesher et al contains no showing or suggestion of a harness arrangement that includes first and second harnesses connected together by a third connector on the first harness, as specifically set forth in amended claim 4. For this reason, claim 4 is believed to patentably define over the Lesher et al reference. A review of the remaining references of record similarly fails to show or suggest the claimed subject matter, and accordingly claim 4 is believed allowable.

Claims 5-9 depend directly or indirectly from claim 4, and are believed allowable for the above reasons as well as in view of the subject matter of each claim.

Claim 10 is amended to recite a hydraulic manifold disposed on the merger. The hydraulic manifold is defined as having a plurality of control valves, each of which is configured to drive operation of one of the functional assemblies. Claim 10 further calls for a control arrangement having a controller mounted on the tow vehicle. The controller is defined as including a plurality of inputs, each of which is connected through one of the control valves and the manifold to one of the functional assemblies to control operation of the functional assembly.

The Lesher et al reference is not seen to show or suggest the subject matter of amended claim 10. Lesher et al simply discloses that a flexible discharge hose 58 that delivers fluid under pressure to the inlets of control valves 60, 62, 64 and 66, which control the supply of fluid. (column 4, lines 12-16). Lesher et al does not disclose a hydraulic manifold on the merger, which has a plurality of control valves as specifically set forth in amended claim 10. Accordingly, claim 10 is believed to patentably define over Lesher et al. A review of the remaining references of record similarly fails to show or suggest the claimed subject matter, and accordingly claim 10 is believed allowable.

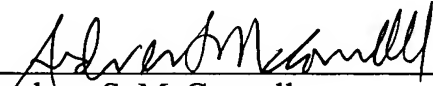
Claims 11-16 depend on claim 10 through dependent claim 17. Such dependent claims are also believed to patentably define over the Leshner et al reference for the reasons noted above, as well as in view of the claimed subject matter.

Claim 21 is amended so as to be similar in scope to amended claim 4. For the reasons noted above with respect to claim 4, it is believed that claim 21 also patentably defines over the Leshner et al reference, as well as the remaining references of record. Claim 21 is thus believed allowable, along with dependent claim 25.

Applicant's attorney has made every effort to place the application into condition for allowance with claims 4-17, 21, 24 and 25, and such action is earnestly requested.

The Examiner is encouraged to contact the undersigned by phone if questions remain after consideration of this response, or if such would otherwise facilitate prosecution.

Respectfully submitted,

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